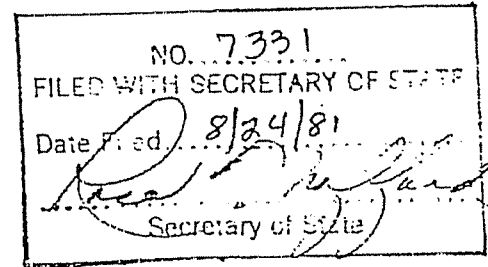


MAINTENANCE
INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE STATE OF ARIZONA
AND
THE COUNTY OF PIMA



THIS AGREEMENT, entered into pursuant to Arizona Revised Statutes, Section 11-951 through 11-954, as amended, by and between the STATE OF ARIZONA, acting by and through the ARIZONA DEPARTMENT OF TRANSPORTATION, hereinafter called "STATE", and the COUNTY OF PIMA, hereinafter called "COUNTY",

WHEREAS, the STATE is empowered by Arizona Revised Statutes Section 28-108 to enter into this Agreement and the Director of the Arizona Department of Transportation has delegated to the undersigned his authorization to execute this Agreement on behalf of the STATE;

WHEREAS, the COUNTY is empowered by Arizona Revised Statutes Section 11-251 to enter into this Agreement, and acting by and through its duly elected governing body, has by that certain resolution attached hereto and incorporated herein as Exhibit "A" resolved to enter into this Agreement and has authorized the undersigned as its representative to execute the same on behalf of said COUNTY;

WHEREAS, for the safety and protection of the traveling public, it is necessary and desirable that certain operations and maintenance activities be provided on the State Highway System in the COUNTY. This work shall

include, but not be limited to, the operation and maintenance of traffic signals and/or highway lighting at the following locations:

SR 85 @ LaMina Avenue	US 89 @ Orange Grove Road
SR 86 @ Kinney Road	US 89 @ Rudasill Road
US 89 @ Limberlost Road	US 89 @ Ina Road
US 89 @ Wetmore Road	US 89 @ Magee Road
US 89 @ River Road	B-10 @ Palo Verde Road

NOW, THEREFORE, in consideration of the mutual covenants hereinafter to be kept by all parties, it is mutually agreed as follows:

1. The COUNTY shall set aside sufficient funds and be responsible for all electrical energy costs to operate the traffic signals and/or highway lighting.

2. The STATE shall set aside sufficient funds and be responsible for all operations and maintenance except electrical energy cost; the responsibility of the STATE includes monthly telephone charges for traffic signal interconnect circuits when utilized. See Exhibit "D" for maintenance program.

3. Any new installation or any betterment shall be based on a traffic engineering study, and the mutual involvements shall be negotiable.

4. All parties are hereby put on notice that this AGREEMENT is subject to cancellation by the Governor pursuant to Arizona Revised Statutes Section 38-511.

5. THIS AGREEMENT shall remain in force and effect until midnight June 30, 1981, and shall thereafter be automatically renewed for successive periods of one (1) year, unless either party shall give notice in writing to the other not less than one (1) month nor more than three (3) months prior to the initial expiration date, or of any renewal date hereof, cancelling said Agreement. In event of such notification and upon expiration of the term during which notice is given, this Agreement shall thereupon become of no further force and effect.

6. It is understood that this Agreement will cancel and supersede any previous Agreements for installation, maintenance, and betterment of traffic signals and/or intersection lighting on those State Highways which traverse within the boundaries of the COUNTY.

7. It is understood that the list of locations set forth in this Agreement may be added to, or have deletions made, by Letter Addendum Exhibit "C", with all other conditions set forth remaining in effect.

8. It is understood that upon the termination of this Agreement for any cause whatsoever, all properties which are the subject matter of this Agreement are declared to be property of the Arizona Department of Transportation.

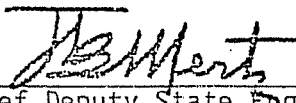
9. Any disposal of properties subject to this Agreement shall be in a manner as otherwise prescribed by law concerning the disposal of public property.

10. This Agreement shall be filed with the Secretary of State and shall become effective upon such filing.

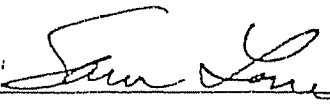
11. Attached to this Agreement and incorporated herein by reference is Exhibit "B" which is a copy of the written determination of the appropriate attorney that the COUNTY is authorized under the law of this State to enter into this Agreement and that it is in proper form.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first written above.

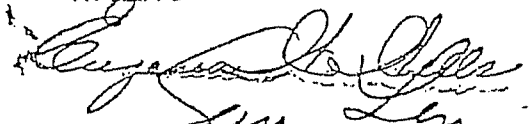
STATE OF ARIZONA
ARIZONA DEPARTMENT OF TRANSPORTATION

By: 
Chief Deputy State Engineer

COUNTY OF PIMA

By: 
Title: Chairman

ATTEST:


County Clerk

RESOLUTION OF THE PIMA COUNTY BOARD OF SUPERVISORS
AUTHORIZING THE CHAIRMAN TO SIGN AN INTERGOVERNMENTAL
AGREEMENT WITH THE STATE OF ARIZONA FOR THE
MAINTENANCE OF PRESCRIBED TRAFFIC SIGNALS AND/OR
HIGHWAY LIGHTING

WHEREAS, the STATE is empowered by A.R.S. § 28-108 to enter
into this Agreement; and

WHEREAS, the COUNTY is empowered by A.R.S. § 11-251 to
enter into this Agreement; and

WHEREAS, both parties wish to do so.

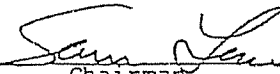
NOW, THEREFORE, upon motion duly made, seconded and carried,
it is hereby resolved as follows:

RESOLVED:


That the Chairman of the Board be, and hereby is, authorized
and directed to sign that certain Maintenance Intergovernmental
Agreement Between the State of Arizona and the County of Pima
which sets forth the respective financial, operational, and
maintenance responsibilities of the two parties in regard to the
traffic signals and/or highway lighting at certain prescribed
intersections.

PASSED AND ADOPTED this 21st day of July, 1981.

PIMA COUNTY BOARD OF SUPERVISORS


Chairman

ATTEST:


Clerk, Board of Supervisors

APPROVED AS TO FORM:


Deputy County Attorney

EXHIBIT "A"

EXHIBIT "B"

INTERGOVERNMENTAL AGREEMENT
DETERMINATION

I have reviewed the proposed intergovernmental agreement between the State of Arizona and Pima County, Arizona, which agreement sets forth the respective financial, operational and maintenance responsibilities of the two parties in regard to the traffic signals and/or highway lighting at certain prescribed intersections. I have determined that said proposed intergovernmental agreement is in proper form and is within the powers and authority granted to Pima County and its agencies under the Laws of the State of Arizona. My review was pursuant to A.R.S. § 11-251.

Dated this 30TH day of June, 1981.

STEPHEN D. NEELY
PIMA COUNTY ATTORNEY

By John R. Neubauer
John R. Neubauer
Deputy County Attorney



OFFICE OF THE
Attorney General

1801 WEST JEFFERSON STREET
FOURTH FLOOR
PHOENIX, ARIZONA 85007

ROBERT K. CORBIN
ATTORNEY GENERAL

INTERGOVERNMENTAL AGREEMENT

DETERMINATION

A. G. Contract No. 81-486, which is an agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in proper form and is within the powers and authority granted to the State or its agencies under the laws of the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED this 17th day of August, 1981.

ROBERT K. CORBIN
Attorney General

James A. Holubauer
Assistant Attorney General
Transportation Division

EXHIBIT "C"
LETTER ADDENDUM

In accordance with paragraph 7 of the Agreement for the operation and maintenance of traffic signals and/or highway lighting between the STATE OF ARIZONA and the COUNTY OF PIMA consummated on August 24, 1981, it is agreed by both parties that the following intersection(s) be added to, or deleted from, the existing list of intersections to be operated and maintained as set forth in said Agreement.

STATE OF ARIZONA
ARIZONA DEPARTMENT OF TRANSPORTATION

By: _____

Chief Deputy State Engineer

COUNTY OF PIMA

ATTEST:

By: _____

Title: _____

Chairman

County Clerk

Date Signed: _____

EXHIBIT "C"
LETTER ADDENDUM

In accordance with paragraph 7 of the Agreement AG #81-486, Secretary of State #7331 dated August 24, 1981, for the operation and maintenance of traffic signals and/or highway lighting between the STATE OF ARIZONA and PIMA COUNTY, it is agreed by both parties that the following intersections be added to, or deleted from, the existing list of intersections to be operated and maintained as set forth in said Agreement, except that the intersection lighting at Hawser Street, Thistle Street, Pinto Lane and Edwin Road is to be maintained by the COUNTY. Added: Traffic Signals at US 89 at Wilds Road and US 89 at Golder Ranch Road. Intersection Lighting: Hawser Street, Thistle Street, Pinto Lane, Edwin Road. Deleted: The following intersections are to be deleted from the existing list of intersections to be operated and maintained due to a change in jurisdictional responsibility: US 89 at Limberlost Road, US 89 at Wetmore Road and US 89 at River Road.

STATE OF ARIZONA
ARIZONA DEPARTMENT OF TRANSPORTATION

BY:

J. A. Bryant, Jr.
State Engineer

DATE:

5/30/89

PIMA COUNTY

BY:

[Signature]
BOARD OF SUPERVISORS

TITLE:

CHAIRMAN

DATE:

MAY 02 1989

ATTEST:

Jane S. Williams
Clerk of the Board of Supervisors

DATE:

MAY 02 1989PIMA COUNTY DEPARTMENT OF
TRANSPORTATION AND FLOOD CONTROL
DISTRICT[Signature]
DIRECTOR